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## PART B – PARK REQUIRED CONCESSIONER RESPONSIBILITIES

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### Concessioner Responsibilities

#### 1) Buildings

The Concessioner is responsible for the facility maintenance, preventive maintenance, recurring maintenance, and component renewal as well as the repair and cleaning of the interior and exterior of all buildings within the Assigned Area including: interior surfaces, flooring, walls, doors, ceilings, locks and other security systems, windows, HVAC systems, plumbing system and fixtures, electrical systems, interior and exterior lighting fixtures, gutters, downspouts and roof drains, and exterior walls, windows and doors.

**(A) Interior.** The Concessioner must ensure that all interior spaces are clean, properly illuminated, and well maintained, including, at a minimum, the following:

- (1) *Restrooms.* All public restrooms must be well maintained and cleaned as needed. A minimum of one complete cleaning must be conducted daily. Inspections of restrooms will be made a minimum of four times per day. These inspections will be scheduled, conducted and documented; immediate corrective action must be taken to correct noted deficiencies. Fixtures, surfaces, and equipment must be repaired immediately upon notification of a deficiency.
- (2) *Flooring.* The Concessioner must keep floors clean and free of litter and stains. The concessioner is responsible for maintaining floors and floor coverings in accordance with manufacturers' recommendations and ensuring they are free of objectionable deterioration, evidence of vandalism, excessive wear, deflection and displacement. Vinyl floor coverings must be clean, waxed, or buffed, free of cracks, chips, and worn places. Wax should not be allowed to build up or become cloudy. Masonry or tile grouting must be clean and in good repair. Wood floors must be clean and waxed or otherwise sealed. Epoxy floors must be maintained free of wear spots and delamination.
- (3) *Walls and ceilings.* The Concessioner must maintain interior surfaces, walls and ceilings with a clean appearance, free of breaks and stains.
- (4) *Windows.* Windows must be clean and unbroken. When a deficiency is identified it must be repaired immediately. Sealant must be clean and in good repair.
- (5) *Interior Lighting.* The Concessioner must maintain interior lighting as appropriate for its use.

**(B) Exterior.** The Concessioner must maintain the structural and architectural integrity of the Concession Facilities, including the following:

- (1) *Roofs.* The Concessioner must inspect roofs on an annual basis to ensure that they are leak-free and that roofing materials are intact and free of deterioration that may affect structural quality, and that roofs are not jeopardized by adjacent vegetation or overhanging tree limbs. Specifically, roofing will be cleared of moss and debris on a minimum two-year cycle.

Repairs must be made using the same type, style, and color of existing roofing material(s). Alternative material(s) may be used with the approval of the Superintendent.

- (2) *Gutters, downspouts and roof drains.* The Concessioner must ensure that gutters, downspouts, and roof drains are properly functional and remain attached to each of the buildings. The Concessioner must inspect and clean gutters, downspouts and roof drains annually at a minimum to maintain the system free of obstructions and fully operational.
- (3) *Doors and windows.* The Concessioner must routinely inspect and maintain doors and windows to ensure proper function and to prevent moisture from causing deterioration of materials or structural damage to the buildings.
- (4) *Siding, walls, and trim.* The Concessioner must routinely inspect and maintain siding to ensure proper function and to prevent moisture from entering the building or causing deterioration of the siding material. The Concessioner must maintain the walls and trim of Concession Facilities in satisfactory condition, as well as perform seasonal painting (if determined necessary by the Superintendent). In addition:

- (a) Siding must be free of encroaching vegetative growth.
  - (b) Siding must be repaired using the same size, style, type and grade of material as exists on the building or structure.
  - (c) Repaired or replaced siding must be painted with a minimum of one coat of primer and two coats of paint to match existing color and type of paint.
  - (d) Paint and thinning products must be stored in fireproof cabinets and managed according to all Applicable Laws.
- (5) *Structural Ventilation.* The Concessioner must inspect and maintain structural ventilation on at least an annual basis to ensure proper function and to permit air circulation as designed. Wire screen, metal or wooden louvers must be intact to prevent the entering of birds, bees, rodents and other wildlife.
- (6) *Foundations and exterior walls.* The Concessioner must inspect foundations and exterior walls on an annual basis to ensure proper function and that they are structurally sound, maintain them to prevent settlement or displacement and prevent vegetation from taking hold within 12" of the perimeter. Major repair or replacement may only be done with written approval from the Superintendent.
- (7) *Exterior Lighting.* The Concessioner must install and maintain exterior lighting sufficient to provide the minimum necessary lighting for visitor safety and security of facilities. The Concessioner must obtain prior approval from the Superintendent for all exterior lighting. Installations must be done by a licensed electrician and must be designed to minimize energy consumption. All lights must be shielded to cast light downward, to protect night skies and minimize light dispersion to surrounding areas.

### **(C) Painting**

- (1) *Paint.* The Concessioner must inspect paintable surfaces annually and repaint when deficiencies are identified. Paint products must be of a "best quality" from a major manufacturer and a type and color that are readily available on the open market and approved by the Superintendent. The Superintendent must approve changes to paint colors. The Concessioner must utilize reprocessed, low volatile organic content (VOC), latex coatings when technically feasible and at minimum would include a prime coat and a finish coat. No oil based paints may be used without the prior written approval of the Superintendent.
- (2) Painted surfaces shall be maintained in an acceptable manner free of peeling, blistering, fading, and excessive wear. The Concessioner must repair or remove peeling, chipping, flaking or abraded paint prior to repainting.
- (3) *Asbestos, Polychlorinated Biphenyls (PCBs), and Lead-based Paint.* The Concessioner is responsible for maintaining health and safety standards in the presence of asbestos, PCBs, and lead-based paint in Concessioner Facilities. The Concessioner must obtain written approval from the Superintendent prior to repair or replacement of asbestos containing materials.

### **(D) Heating, Ventilating, Refrigeration and Air Conditioning Units.**

- (1) HVAC units must be properly functional at all times, inspected annually, and be kept clean, maintained and operated in strict accordance with manufacturer's instructions.
- (2) New installations and repairs must be performed by licensed HVAC repair persons and approved by the Superintendent.
- (3) New equipment must be Energy Star ® labeled or designated to be in the upper 25% of energy efficiency in its class in accordance with Federal Energy Management Standards.
- (4) Adjacent areas around HVAC units must be free of litter, dirt accumulation and unnecessary items.

- (E) **Seasonal Closures.** The Concessioner must ensure that buildings are adequately secured (including measures to prevent pest/wildlife from entering and storage of soft goods) and winterized while unoccupied.

## 2) **Campground**

### (A) **Site Maintenance**

- (1) All camp sites with utility hook-ups must be well maintained.
- (2) The Concessioner must maintain all campsites so there is minimal leveling required for RV's.
- (3) The Concessioner must inspect all campsites for cleanliness after guest check-out and before guest check-in. Fire pits are to be kept free of litter and garbage. Ash from the fire pits must periodically be collected when cooled and disposed of in a designated dumpster.
- (4) The Concessioner is responsible for maintaining all personal property in operable condition, including but not limited to fire rings, fire pits and picnic tables.

### (B) **Restrooms**

- (1) The Concessioner must maintain all restroom hardware so the hardware/fixtures are non-pitted and rust-free, sinks and toilets are to be free of chips and cracks. All fixtures must function properly and be fully operational, to include but not be limited to faucets, drains, and water supplies.
- (2) The Concessioner must ensure that restrooms are well lighted while meeting night sky (down lighting) objectives.
- (3) The Concessioner must provide adequate trash receptacles in all restrooms.

- (C) **Showers.** The Concessioner must clean showers daily. Tile/Surface materials shall be free of mold. All fixtures must function properly and be fully operational; to include but not be limited to faucets, fixtures, drains, water supplies and other related items.

- (D) **Dump Station.** The Concessioner must have the dump station cleaned out periodically as needed to maintain it in good working order.

- (E) **Janitorial/Housekeeping.** The Concessioner is responsible for all janitorial services in assigned areas and structures.

### (F) **Signs**

- (1) *Responsibilities.* The Concessioner must provide, and repair or replace as necessary all interior and exterior signs relating to its operations and services on or within Concession Facilities. Examples are signs identifying the location of functions within Concession Facilities, signs identifying operating services and hours, and signs identifying Concession rules or policies.
- (2) *Location and Type.* The Concessioner must ensure that signs are appropriately located, accurate, attractive, and well maintained. The Concessioner must prepare its signs in a professional manner, appropriate for the purpose they serve and consistent with Service guidelines and standards, including but not limited to, Directors Order 52C, "Park Signs". The Concessioner must obtain written approval from the Superintendent prior to any sign installation.
- (3) *Exterior Signs.* To ensure that exterior signs comply with Park sign standards, the Concessioner must obtain prior approval from the Superintendent before any exterior signs are installed.

- (4) **Temporary Signs.** The Concessioner must replace any defaced or missing sign within seven days of detection. Temporary signs may not be hand written. If the sign addresses a life safety issue, the Concessioner must replace it immediately.

(G) **Grounds and Landscaping**

(1) **General**

- (a) The concessioner must maintain the grounds of the assigned areas depicted in Exhibit C and C-2. Plans for landscaping including all plant species used in landscaping must have prior approval from the Superintendent.
- (b) The Concessioner must keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles (except where designated), furniture, and fixtures. The Concessioner must keep the assigned areas free and clear at all times of safety hazards (broken glass, sharp objects, etc.).
- (c) Landscaping activities that utilize power equipment must be timed so as not to disturb guests in the campground.
- (d) The Concessioner must conduct business and daily activities in such a manner as to minimize impacts to natural resources. This will involve protecting native vegetation and controlling erosion.

- (H) **Parking Lots and Sidewalks.** The Concessioner must perform daily upkeep of parking lots and sidewalks within the assigned area and maintain pavement markings within the land assignment on a cyclic basis.

- (I) **Campground Roads.** The Concessioner must perform regular upkeep of campground roads within the assigned area and maintain pavement markings within the land assignment on a cyclic basis. The Concessioner must maintain sufficient level grade on all roads so that ruts are not overtly apparent and or are deep enough to collect standing water.

- (J) **Defensible Space.** The Concessioner must work with the Superintendent to determine appropriate clearing techniques around buildings and campgrounds to protect from wild land fires.

- (1) **Hazardous Tree Removal.** The Concessioner must develop and submit a vegetation management plan (to include hazardous tree identification) and submit it to the Superintendent as part of its Annual Maintenance Plan. The Concessioner must immediately notify the Service of potentially hazardous trees within the concession assigned area.
- (2) The concessioner must obtain the approval of the Superintendent before removing hazardous trees or tree limbs from its assigned areas.
- (3) The Concessioner must consult with the Superintendent regarding the disposition and use of the wood from downed trees. The Concessioner is authorized to sell Park-provided firewood to campers within the campground but not outside of the assigned area.

(K) **Weed and Pest Management**

- (1) The Concessioner must bring to the attention of the Superintendent the existence of pests or exotic plants within Concession Facilities and assigned areas of which it becomes aware.
- (2) The Concessioner, in accordance with the Service Integrated Pest Management (IPM) Program, must conduct integrated pest management, which includes the control of both native and non-native invasive flora and fauna by chemical and other means. Actions taken by the Concessioner to control pests, including specifically the use of pesticides, and other toxic chemicals, are subject

to Superintendent's approval. The Concessioner must review specific problems with the Area's IPM Coordinator.

- (3) The Concessioner must only use chemicals, pesticides, and toxic materials and substances as a last resort, as part of an IPM program and only if prior approval is granted by the Superintendent.
- (4) The Concessioner must obtain Service approval to control pests utilizing chemicals or by other means. The Concessioner must submit by December 1 of each calendar year a Pesticide Request Form requesting approval of anticipated pesticide use and a Pesticide Use Log which tracks the pesticide use for the current year.
- (5) The Concessioner must tightly seal buildings and supplies, and maintain clean facilities, to minimize pest entry into Concession Facilities and assigned areas.
- (6) The Concessioner must eradicate any pest infestation in personal property or other property and in all Concession Facilities, including infestation that requires fumigation/tenting for termites or other pests.
- (7) The Concessioner must conduct pesticide management activities in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS DO No. 77 and the Park IPM Plan.
- (8) The Concessioner must obtain Service approval for pesticide storage area siting and design.
- (9) The Concessioner must obtain Service approval to use contracted pesticide applicators.
- (10) Due to forest pest species, campground customers are prohibited from bringing their own firewood into the campground. The Concessioner must sell Park-provided firewood on site. The Concessioner's website must include its policy on firewood, sources for firewood, and other relevant information. This information should be presented when campers make a reservation, on the website, and when they arrive to increase the likelihood that these sources of firewood are used.

(L) **Concessioner Employee Housing**

- (1) The Concessioner must ensure that Concession employee housing achieves the goals described in the Concessions Management Guideline (NPS-48) as it may be amended, supplemented or superseded throughout the term of this Maintenance Plan and the Superintendent's approved Concessioner's employee housing policy for the Area.
- (2) The Concessioner must monitor employee housing for compliance with fire, health, and safety codes and Service policies and guidelines (as these may be amended, supplemented, or superseded throughout the term of this Maintenance Plan).
- (3) The Concessioner must inspect and clean HVAC systems annually.

(M) **Personal Property (Furniture and Removable Equipment)**

- (1) The Concessioner must maintain, service, and repair all Personal Property including furnishings, appliances, machinery, and equipment per manufacturers' recommendations, and replace as necessary.
- (2) The Superintendent reserves the right to require the Concessioner to replace personal property provided by the Concessioner including furniture and equipment at the end of its remaining life or when the item presents a quality, safety, or environmental defect, within the sole discretion of the Superintendent.

(N) **Mechanical Plant and Assigned Equipment**

- (1) The Concessioner shall be responsible for the operation and maintenance of assigned fixed equipment and attached components. These include, but are not limited to, water treatment system(s), heating systems (including propane tanks, supply and return lines), lock systems, fire suppression systems, etc. All equipment will be operated and maintained in accordance with manufacturer's specifications or the Superintendent's recommendations. Responsibilities for maintenance of heating, piping and other related components are the same as those in Section (O) (2) for water lines and components below.

(O) **Utilities**

(1) **Electrical**

At all times, the Concessioner must maintain the proper function of the electrical system from the point that electricity or electrical power leaves the electric meter to and throughout the Assigned Area. This includes without limitation all components of the service panels and wiring, components, conduits, etc. inside the structures, including exterior and perimeter lighting and related components. The Service will charge the Concessioner for repairs resulting from damage to the Area's electrical system caused by the Concessioner's activities.

- (1) Additions and/or alterations to any portion of the electrical system require prior written approval of the Superintendent and must meet all current applicable codes and directives.
- (2) The Concessioner must repair or replace all electrical system damage within Concession Facilities and Assigned Areas, as well as electrical system damage occurring beyond the Concession Facilities and Assigned Areas that result from actions of the Concessioner, its employees, agents, or contractors.
- (3) Areas with electrical equipment must be maintained in an orderly manner. All electrical distribution boxes in buildings must be unobstructed and have unobstructed access.
- (4) The Concessioner is required to use a licensed electrician for all electrical projects as required by all Applicable Laws and all local, state and federal codes and regulations.
- (5) All wet areas must have a GFI outlet, in compliance with NFPA 70.
- (6) Before adding high-voltage appliances such as hair or hand dryers, coffee pots, refrigerators or electric heaters, the Concessioner must ensure circuitry is adequate to accommodate these appliances. The Superintendent must approve in advance upgrades to the electrical system or the addition of high voltage appliances.

(2) **Water**

- (1) At all times, the Concessioner is responsible for the operation and maintenance of the water distribution system within the Assigned Area to ensure proper delivery of adequate, suitable water to fulfill the purposes of the Contract. This will include all underground pipes from the shut off/drain valves to the buildings, all piping located beneath the buildings and walkways, all well pumps and lines, and all internal piping within the structures. This includes all piping, valves, faucets, supply lines, etc., used or required to provide domestic water to assigned structures.
- (2) Water lines and related components will not be extended or altered without prior written approval of the Superintendent.
- (3) The Concessioner must repair or replace, as directed by the Superintendent, any water system damage within Concession Facilities and Assigned Areas and water system damage occurring beyond the Concession Facilities and Assigned Areas that results from actions of the Concessioner, its employees, agents, or contractors. The Service will charge the Concessioner for repairs resulting from damage to the Area's water system caused by Concessioner's activities.



- (4) The Concessioner must maintain (and replace as necessary) approved backflow prevention devices within assigned Concession Facilities.
  - (5) The Concessioner must test for and repair leaks within Concession Facilities.
  - (3) **Septic.** At all times, the Concessioner must ensure the proper operation of all sewage disposal equipment, components, and lines within the septic system that serves the Concession Facilities and Assigned Areas. This includes but is not limited to routine inspection and maintenance of the system, and all of its components. Routine maintenance shall be performed on a regular basis. All maintenance of septic lines must be performed by a licensed plumber.
  - (4) **Telephone.** The Concessioner must provide and maintain a properly functioning telephone system, to include without limitation all telephone services, equipment and lines within and for Concession Facilities and Assigned Areas, including wiring on the user side of connection panels.
- (P) **Fire and Life Safety Systems Policy and Procedures**
- (a) The Concessioner must comply with the Service Fire Suppression and Alarm System Control Program for the Area and with applicable National Fire Protection Association (NFPA) codes.
  - (b) The Concessioner must have a qualified fire inspector or fire protection engineer licensed by the State and approved by the Superintendent to perform interior and exterior fire and life safety inspections of the Concession Facilities within 30 days of initial occupancy and on an annual basis thereafter. The Concessioner must maintain written records, verifying the completion of such inspections, and must provide them to the Superintendent upon request. Any issues found during the inspection will be forwarded to the Superintendent.
  - (c) The Concessioner must contract with appropriate and qualified fire protection system contractors, licensed by the State and approved by the Superintendent, to conduct the periodic inspection, testing and maintenance of fire and life safety systems and devices, as required by and in compliance with applicable National Fire Protection Association Codes and Standards. This work can also be performed by qualified, licensed Concession personnel, as approved by the Superintendent and authority having jurisdiction (AHJ). The systems and devices subject to fire and life safety inspections include but are not limited to:
    - (1) Fire Extinguishers
    - (2) Fire Detection and Notification Systems
    - (3) Emergency Lighting
    - (4) Illuminated Exit Signs.
    - (5) CO2 Detectors
  - (d) *Monthly Inspections.* The Concessioner must ensure all fire extinguishers, emergency lighting, and illuminated exit signs are inspected on a monthly basis. The Concessioner must document inspections of fire extinguisher and other fire and life safety system components and devices. The Concessioner must maintain documentation of inspections on site for a minimum of three years and provide copies to the Superintendent upon request. A proactive fire prevention program must include prompt repair or replacement of fire protection systems and life safety systems and components that are not functioning properly. Periodic inspections must include the following:
    - (1) *Fire Extinguishers (Routine Inspection, Testing and Maintenance):* The Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 10 (standard for Portable Fire Extinguishers).

- (2) The Concessioner must have a licensed fire extinguisher service contractor annually perform the required inspection, testing, and maintenance of each extinguisher. The Concessioner must perform a monthly visual inspection of all fire extinguishers. Monthly visual inspections can be performed by Concessioner personnel that have been properly trained, in accordance with the applicable NFPA codes, and as approved by the Superintendent. The Concessioner must record monthly visual inspections which include an examination of the following items to ensure compliance with Applicable Laws:
  - (i) Extinguisher is mounted in a proper place and at an appropriate height
  - (ii) Access and visibility not obstructed
  - (iii) Operating instructions facing outward
  - (iv) Seals or other tamper indicators intact
  - (v) Pressure gauge in normal range
  - (vi) No physical damage
  - (vii) Current date
  - (viii) Initials of inspector
- (3) *Fire Detection and Notification systems (Fire Alarm)*: the Concessioner must perform periodic inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 72 (National Fire Alarm Code) to ensure proper functioning of these systems. All requirements for inspection, testing, and maintenance will be enforced by the Superintendent. A licensed fire alarm system contractor must perform all inspection, testing, and maintenance. The Concessioner must test fire alarms and emergency dialers monthly during peak season, with the results reported to the Superintendent.
- (4) *Emergency Lighting and Illuminated Exit Signs*: The Concessioner must perform monthly inspection, testing, and maintenance in accordance with the minimum requirements of NFPA 101 (Life Safety Code) to ensure proper functioning of these components. The Superintendent will enforce all requirements for inspection, testing, and maintenance. The Concessioner may perform inspection, testing, and maintenance of these components, as approved by the Superintendent.

### **National Park Service Responsibilities**

The Park assumes no responsibility for the execution of operations or physical maintenance work or replacement of Concession Facilities assigned to the Concessioner except as stated below. The Park will assist the Concessioner in its maintenance program by assuming and executing the following responsibilities subject to the availability of appropriated funds. The Service may require the Concessioner to replace furniture, removable equipment, and fixtures at the end of their useful life, or when the item presents a quality, safety, or environmental issue. The Park Service reserves the right to perform on-site inspections as needed and with or without notice.

#### **(A) Grounds, Landscaping, and Pest Management**

- (1) The Service will review the Concessioner's ground disturbance, vegetation management, and landscaping plans, provide standards as needed, review and approve proposed work, and monitor Concessioner landscaping projects.
- (2) The Park will provide a list of approved pesticides if it is found necessary to spray to prevent the spread of weeds or other pests.

- (B) **Signs.** The Service is responsible for all regulatory, traffic control, or informational signs that benefit the Government; examples include informational signs along roadways, directional signs along Park trails, and interpretive signage. All roadway and parking signs are the responsibility of the Park.
- (C) **Construction.** The Service will review plans and specifications submitted by the Concessioner in as timely a manner as possible. The Service will not issue approval to begin any construction, or improvements, until all cultural and environmental compliance requirements have been met, as well as completed plan reviews have been submitted.
- (D) **Water Testing.** The Service will be responsible for the required water testing that will include bacteriological monitoring and chemical analysis of potable water as required by all Applicable Laws.

### **Reporting Requirements**

The following chart summarizes the plan and reporting dates established by Parts A, B and C of this Maintenance Plan.

<b>Report or Plan</b>	<b>Schedule</b>	<b>Due Date</b>
Part A – Annual Concessioner Maintenance Plan (ACMP)	Annual	December 1
Part A – Annual Concessioner Maintenance Reporting (ACMR)	Annual	December 1
Part A – Personal Property Report	Annual	December 1
Part B – Vegetation Management Plan	Annual	December 1
Part B – Pesticide Use Log	Annual	December 1
Part B – Pesticide Use Approval(s)	Annual	December 1
Part B – Pesticide Use Log	Annual	December 1
Part B - Summary of Potable Water Tests	Monthly	15 <sup>th</sup> day of following month
Part B - Fire and Life Safety Inspection Documentation (as detailed in Part B(1)(P))	Initial / Annual / Monthly	NA
Part C - Inventory of Hazardous Substances	Annual	February 1
Part C - Hazardous Waste, Universal Waste, and Maintenance Waste	Monthly	15 <sup>th</sup> day of following month
Part C - Summary of Hazardous Waste, Universal Waste, and Maintenance Waste	Annual	October 1
Part C - Solid Waste Inventory	Annual	October 1